

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

In Re: THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO As representative of THE COMMONWEALTH OF PUERTO RICO, et al Debtors	PROMESA TITLE III Case No. 17-BK-3283-LTS (Jointly Administrated)
In Re: THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO As representative of PUERTO RICO ELECTRIC POWER AUTHORITY, Debtor	PROMESA Title III Case No. 17-BK-4780-LTS This Application relates only to PREPA, and shall be filed in the lead Case No. 17- BK-3283-LTS and PREPA's Title III case (Case No. 17-BK-4780-LTS)

MOTION BY WINDMAR RENEWABLE ENERGY IDENTIFYING POTENCIAL
WITNESSES FOR 1919 MOTION HEARING

TO THE US DISTRICT COURT JUDGE HON. LAURA TAYLOR SWAIN:

NOW COMES Windmar Renewable Energy (Windmar) through its undersigned attorney and respectfully alleges and prays:

1. This Honorable Court on May 22, 2019 entered Order Extending and Establishing Deadlines Applicable to the Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and

Bankruptcy Rules 3012 (A)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement [ECF No. 1235]. (Docket #1253).

2. Windmar is a Renewable Energy developer in Puerto Rico. It has invested in both industrial size photovoltaic energy, in contract with PREPA, and with private organizations, and in individual residential photovoltaic units. It has operated under Puerto Rico's extensive, detailed legal framework to promote and develop renewable energy.

3. Windmar opposes the RSA for among another reasons:

- A. Windmar objects to the term limit of 20-years on grandfather net-metering clients. There is no current term limit.
- B. It objects to including gross revenue from behind the meter generators in the Transition Charge.
- C. Requiring that self-producers install a revenue-grade meter and the methodology to calculate the charge are issues that should be adjudicated by a Public Utility Commission with specialized knowledge on those issues after listening to all sides, particularly the public. The PUC (PR Energy Bureau) is the only authorized entity to establish rates. PREPA can't do it through a contract.
- D. No charges were imposed on behind the meter generators to pay for the Power Revenue Bonds. They were never part of the collected or expected revenues defined by the Trust agreement.
- E. Windmar was not allowed to participate in the negotiations.
- F. The RSA destroys unilaterally the financial model based on public law in which the renewable development industry is based.

4. Windmar announces as witness Mr. Victor González, president and CEO of Windmar. Mr. González has extensive experience in the renewable energy field and has degrees from Yale University and the University of Pennsylvania, Wharton School.

5. Mr. González will testify on the false premises in which the RSA is based, the negative impact in the renewable energy development, the absolute inconsistency between the legally established public policy and the RSA, as well as the negative effect in the industry and economy. Mr. González will also testify on diverse options to the current RSA as submitted to this Court. Mr. González can be reached through the under signed attorney.

WHEREFORE it is requested from this Honorable Court to receive this submitted information.

CERTIFICATE OF SERVICE I hereby certify that, on this same date, I filed this document electronically with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to all parties of record and CM/ECF participants in this case.

RESPECTFULLY SUBMITTED this 30th, day of May, 2019, in San Juan, Puerto Rico.

s/FERNANDO E. AGRAIT
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